

copy of the Business Plan which is incorporated by reference as if set forth at length. However, the Business Plan fell on deaf ears and blind eyes as, on June 1, 2009, the same day GM filed voluntary petitions for relief under the United States Bankruptcy Code, 11 U.S.C. §§ 101 *et seq.*, GM sent to both dealerships a letter which was accompanied by a non-negotiable Wind-Down Agreement. We were given a deadline of June 12, 2009, to accept the Wind-Down Agreement.

“According to the June 1, 2009, letter from GM, unless we accepted the terms of the Wind-Down Agreement, as dictated solely by GM, which agreement, in part provides that neither dealership could order any new vehicles and that we waived all legal claims we may have against GM, then GM would assign the agreement to the ‘New GM’; otherwise, GM will seek to reject the franchise agreements in this Court. The ‘take it or leave it’ ultimatum presented us with a classic Hobson's choice: lose the protections of Texas law, or lose your business; and irony notwithstanding, the Wind-Down Agreement contains an express provision by which we ‘acknowledge[d] that [our] decisions and actions are entirely voluntary and free from any duress.’ Knowing and understanding the possible consequence of not signing the ‘no-duress’ clause would be that we would lose our businesses, we decided not to execute the Wind-Down Agreements.

“Previously, by letter dated July 15, 2008, GM offered to purchase both of our dealerships, with the real property to be leased, and with Goodwill valued, by GM, at \$1.25 million. Attached hereto as Exhibit ‘H’ is a true and correct copy of the letter and term sheet which are incorporated by reference herein as if set forth at length. Significantly, this offer came at a time when our floor plan was suspended by GMAC.

“Other recent offers to purchase the both of our dealerships and/or assets have been received: December 15, 2008: Tommy Manuel offered to purchase the dealerships’ inventories and other assets, plus pay an additional \$3.6 million for the land and facility located at 2406 North

Main, Cleburne, Texas, being the Chevrolet-Cadillac dealership. Attached hereto as Exhibit 'T' is a true and correct copy of the offer letter which is incorporated by reference herein as if set forth at length; and

January 2009: Matt Johnson offered to purchase and the dealership inventories, other assets, and pay \$4.0 million for the land and facility located at 2406 North Main, Cleburne, Texas, and pay an additional \$800,000.00, for the Goodwill of the business with the right to use the Forrest name. Attached hereto as Exhibit 'J' is a true and correct copy of the offer letter which is incorporated by reference herein as if set forth at length.

The departure of both Forrest Pontiac-Buick-GMC Truck, Inc., and Forrest Chevrolet-Cadillac, Inc., from the Cleburne, Texas, market area will leave that area with both a Chrysler-Dodge-Jeep dealer and a Ford dealer. There are currently no dealers offering a foreign brand vehicle in the Cleburne, Texas, market area. However, we have been offered a franchise with Eurospeed, USA, a Chinese automobile manufacturer, which dealership would include the offering of two (2) electric automobiles, as well as various models of ATV's and scooters. The franchise would be located at the current location of our dealerships.

"How did we experience the current catastrophic failure of our two GM franchises? To summarize our experiences, we represent one of the all-time 'train wrecks' of a family dealership operation by a manufacturer. For the past fourteen (14) years we have logically sought approval to economize the overhead of Forrest Pontiac-Buick-GMC, presenting several common sense rearrangements that would have allowed dealership profitability to be the first priority. Instead, GM elected to repeatedly 'stonewall' our efforts to do so, allowing only the construction of a new Pontiac-Buick-GMC dealership. Since that time, while trying to deal with traumatic consequences of daily depression, mood swings, and suicidal thoughts, I foolishly aligned my thinking with the strategy of a